

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

JOHNSON & JOHNSON HEALTH .
CARE SYSTEMS INC., .
Plaintiff, . Case No. 22-CV-2632
vs. . Newark, New Jersey
SAVE ON SP, LLC, . August 16, 2022
Defendant. .

TRANSCRIPT OF HEARING
BEFORE THE HONORABLE CATHY L. WALDOR
UNITED STATES MAGISTRATE JUDGE

APPEARANCES (the parties appeared via teleconference)

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Hearing
22-cv-2632, August 16, 2022

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1 (Commencement of proceedings)

2 THE COURT: All right. We're now on the
3 record 22-2632. Johnson & Johnson versus Save On and
4 others. Jeff -- Mr. Greenbaum, if you wouldn't mind,
5 could you enter plaintiff's appearances again, I'm
6 sorry.

7 MR. GREENBAUM: Not a problem. Good
8 morning, Your Honor. Jeffrey J. Greenbaum and
9 Katherine Lieb of Sills Cummis and Gross for the
10 plaintiff, Johnson and Johnson Health Care Services
11 Inc. Along with me today is Mr. Adeel Mangi of
12 Patterson Belknap Webb and Tyler LLP and Harmon Avery
13 Grossman, Assistant General Counsel of Johnson and
14 Johnson. Mangi will be leading the discussion for the
15 plaintiff.

16 THE COURT: Thank you. Who's on for Save On
17 SP?

18 MR. WOHLFORTH: Good morning, Your Honor.
19 This is Evans Wohlforth from the Gibbons Firm. With
20 me is Michael Caracappa also from -- from our firm.
21 And from the Selendy, Gay and Elsberg firm, we have
22 David Elsberg, Andrew Dunlap and Meredith Nelson. Mr.
23 Dunlap will be bearing the flag for defendants today.

24 THE COURT: Okay. And Aired Alliance.

25 MS. VANTREES: Hi. My name is Ashira

1 Vantrees and I'm legal counsel as Aimerd Alliance.

2 THE COURT: Okay. Anyone on from Chiesa?

3 MR. GREENBAUM: I think Mr. Pearlson had a
4 conflict. They just entered their appearance
5 yesterday and he told me he has another --

6 THE COURT: Okay.

7 MR. GREENBAUM: -- appearance right now with
8 a court -- another court.

9 THE COURT: I know somebody will advise him
10 of what occurred today and they'll be a transcript as
11 well.

12 So, why don't you, plaintiff, Mr. Mangi,
13 discuss with me what the problems, if any, that are
14 occurring in this case.

15 MR. MANGI: Yes, Your Honor. Good morning.
16 So Your Honor, what brings us here today is that as a
17 plaintiff, we have been seeking to hold a Rule 26(f)
18 conference with the defendant in order to get the
19 initial conferrals leading to discovery underway.

20 But the defendant has refused to hold an
21 Rule 26(f) conference. So, that is the immediate
22 problem that brings us here today.

23 And with your permission, I can give you a
24 little bit of context on that dispute and set forth
25 why we think the Court should set a Rule 16 conference

1 date so that we can get promptly to a Rule 26(f)
2 conferral.

3 THE COURT: Okay. Go ahead.

4 MR. MANGI: Thank you, Judge. So, let me
5 start then, Your Honor, with -- with the background
6 here. So, Johnson & Johnson Health Care Systems or --
7 or JJHCS, the plaintiff, filed this case on May 4th.
8 So, that's more than three months ago, now.

9 And this is an important case, Judge,
10 because it relates to patient assistance funds that
11 our client makes available to patients specifically to
12 help them afford their medications. And this is a
13 program that relates to medications provided by the
14 Johnson & Johnson family of companies.

15 So, at core, what we have alleged here is
16 that these patient assistance funds which we make
17 available for patients are being unlawfully seized by
18 the defendant, Save On SP, through a scheme that we've
19 alleged constitutes deceptive trade practices and that
20 also tortiously interferes with the agreements we have
21 with patients that relate to those patient assistance
22 programs. And we've alleged, you know, significant
23 ongoing harm both to patients and to Johnson & Johnson
24 Health Care Systems.

25 So, you know, promptly after Save On's

1 counsel appeared, we sought to hold a Rule 26(f)
2 conference. And of course, as the Court knows under
3 Rule 26(f), that conference is supposed to occur as
4 soon as practicable, is the language of the Rule.

5 And so in this case, when you date from
6 defendant's first appearance, based on the interplay
7 of Rule 16 and Rule 26, the parties were obligated to
8 hold that Rule 26(f) conference no later than July 3rd
9 which would have then led to a Rule 16 conference by
10 July 24th.

11 Now, Save On notably did not file a motion
12 to stay discovery. They still have not filed a motion
13 to stay discovery. But they refused to hold the
14 conference as I indicated.

15 Let me also note just rounding out the
16 background there. You know, despite our desire to --
17 to keep this case moving, we have, Judge, sought to
18 be, very reasonable on scheduling. So, even after
19 Save On availed itself of the two week automatic
20 extension, we consented to another thirty day
21 extension because they wanted to file their motion to
22 dismiss.

23 And so where things stand now procedurally
24 is, that Save On filed a motion to dismiss on July
25 15th. We filed our opposition to that yesterday. And

1 under an agreed upon schedule, Save On's reply is
2 gonna be due on August 29th. So -- so that briefing is
3 almost complete.

4 And as Your Honor saw from the docket, a
5 number of patient advocacy groups have also now filed
6 an *amicus* brief in support of our position that was
7 filed yesterday by a collection of different patient
8 groups that have an interest in this issue.

9 So, our position here, Judge, is really
10 quite straightforward. We believe that discovery must
11 get underway now. It's already been three months
12 since we filed. And -- and certainly it should not
13 await the resolution of the motion to dismiss.

14 Now, we think that flows quite naturally
15 from the reading of the rules and the dates that come
16 from Rule 16 and Rule 26 as I laid out a moment ago.
17 And of course, as the Court well knows, there's --
18 there's no automatic stay of discovery generated by
19 the filing of a motion to dismiss. The defendant
20 would need to show good cause and merely filing a
21 motion to dismiss doesn't do it. And of course, you
22 know, motions to stay are disfavored in this district,
23 in particular.

24 I would suggest, Judge, that that alone
25 should be enough here. That should be dispositive

1 because there has been no application for a stay of
2 discovery. So, absent that like in any other case,
3 the parties must promptly hold a Rule 26(f) conference
4 in compliance with the Rules.

5 On that point, the only thing we really
6 heard back from Save On is a citation to a local Rule
7 16.1. And Save On contends that it's under no
8 obligation to hold a conference with us until and
9 unless the Court schedules a Rule 16 conference which
10 it suggests should not be scheduled until after the
11 motion to dismiss is decided.

12 So, in substance, what that comes down to
13 is, Save On arguing its filed a motion to dismiss so
14 therefore it's entitled to a stay of discovery. And
15 of course, the law is -- is precisely the opposite.

16 So, you know, in terms of this motion,
17 obviously, you know, Your Honor, I understand will not
18 engage with the merits of that in any great detail
19 now. But I'll -- I'll just flag a few quick points
20 about it.

21 The first is, you know, I have set out in
22 the brief we filed yesterday, Judge. We believe that
23 motion is predicated largely on disputed issues of
24 fact that go well beyond our pleading. That's just
25 not permissible. And so we don't think that motion

1 even, frankly, gets out of the starting gate for that
2 reason.

3 And, you know, Save On has noted in its
4 letter to you that they have made an ERISA pre-emption
5 argument. But frankly, we don't think that gets out
6 of the starting gate either. Certainly it should not
7 play any role on this issue here.

8 And -- and fundamentally, the very short
9 version of that is ERISA preemption at core, is a
10 doctrine that's designed to ensure that when employees
11 are challenging health coverage decisions by their
12 employers, they must do so under the ERISA statutory
13 frame work which governs employee benefits.

14 But, you know, under the Third Circuit
15 precedent, drug manufacturers like us and defendants,
16 entities like Save On, neither side here is within the
17 bounds of ERISA preemption. In fact, their program
18 isn't even limited to employee provided health plans.
19 And the Supreme Court made clear just a couple of
20 years ago in -- in the Rutledge case that issues
21 relating to cost allocation aren't subject to ERISA
22 preemption in any event.

23 So, we don't think any of that really --
24 certainly doesn't ground any -- any basis to -- to
25 hold off further on discovery beyond the three months

1 we've already waited here.

2 And -- and let me also just add one other
3 point, Judge, which is there's some very significant
4 harmful conduct to patients that we have alleged here.
5 And you know, we've set out in detail in our complaint
6 how and why we think the scheme is particularly
7 pernicious.

8 And you know, just to give you one example,
9 you know, we've alleged that Save On is engineering a
10 false denial for patients' prescriptions at the
11 pharmacy in order to coerce them to sign up with its
12 program. And you know, these are patients often
13 suffering from very serious conditions.

14 And then Save On is threatening them with
15 hugely inflated payment if they don't participate.
16 When it forces them into their scheme it's then
17 jacking up the amounts that it draws down from our
18 patient assistance programs intended for patients,
19 taking a twenty-five percent cut of that, undisclosed
20 to patients. And generally imperiling the -- the
21 existence of these programs.

22 And -- and frankly, doing all of this in --
23 in a manner that we think runs fundamentally contrary
24 to all of the governing statutes in this area
25 including the Affordable Care Act.

1 So -- so, that -- that's the background
2 here, Judge, and where this all comes from. Let me
3 make one final point. Which is, you know, all that we
4 are seeking at the moment is to have a Rule 26(f)
5 conference. And have that lead to a Rule 16
6 conference.

7 And you know, if Save On wants to make a --
8 a motion to stay discovery, we haven't sought to
9 preclude them from doing that. We would oppose it.
10 but -- but they could seek that relief. But what we
11 submit that they should not be allowed to do, is just
12 engage in self-help and pretend like, just because we
13 filed a motion to dismiss, you know, we don't have to
14 have a Rule 26(f) conference.

15 We served them with document requests at the
16 very outset. And we're prepared to engage with them
17 immediately to -- to talk about, you know, the
18 protective order and ESI protocol and get that process
19 underway. And we certainly think that should get
20 underway now.

21 And so, we're asking the Court to set a Rule
22 16 conference promptly and that will trigger Save On's
23 obligation to confer with us in advance. And
24 hopefully then we can get this case promptly underway.

25 Unless Your Honor has questions, that is our

1 position.

2 THE COURT: All right. Thank you. Evans --
3 I mean, Mr. Wohlforth, I thought you said Mr. Dunlap
4 would be speaking.

5 UNIDENTIFIED MALE: Yes --

6 THE COURT: Hello.

7 MR. DUNLAP: This is -- this is Mr. Dunlap.
8 I am prepared to speak.

9 THE COURT: Okay. There's a glitch in the
10 phone. I don't know what happened. But go ahead.

11 MR. DUNLAP: Thank you, Your Honor. So,
12 this is Andrew Dunlap on behalf of Save On. And just
13 at the outset, I'd like to correct what our friend on
14 the other side said about us potentially engaging in
15 self-help or not complying with the Rules.

16 Rule 16 allows local rules to modify the
17 general Federal Rules. And the -- as Your Honor is
18 likely aware, Local Rule 16.1 in this district gives
19 you the discretion to schedule the Rule 16 conference
20 up until sixty days within the filing of an answer.
21 And even longer than that if there is a pending
22 motion.

23 And so, I'd like to just address why we
24 think the rule -- that you should not use your
25 discretion to schedule the conference now. And then

1 talk a little bit about the procedure.

2 So, there are three basic reasons we don't
3 think discovery should go forward now. The first is
4 that we do have a motion to dismiss on file that could
5 dispose of all of Johnson & Johnson's claims here.
6 And -- and critically, we are moving on basis that J&J
7 could not cure by amending.

8 So, just as background, Johnson & Johnson
9 set up this co-pay assistance program, CarePath, that
10 it says will cover up to \$20,000 of co-pays that
11 commercial health plans require members to pay for
12 Johnson & Johnson specialty drugs.

13 What my client Save On does is it advises
14 those employers how to structure their plan terms so
15 that the plans can take full advantage of the funds
16 that J&J says that it's providing.

17 Now, J&J doesn't like these plan terms
18 because they result in J&J paying out more money in
19 co-pay assistance than it had been paying under prior
20 terms. But that doesn't give J&J a cause of action
21 here. And I don't want to go down too far into the
22 merits.

23 But there are -- there is a very strong
24 argument here that ERISA preempts substantially all of
25 J&J's claims. The fact that J&J --

1 THE COURT: Yes, can you talk about that a
2 little bit.

3 MR. DUNLAP: Sure. So, the ERISA preemption
4 standard is not limited to employees. It is limited
5 to state laws or it includes state laws, including
6 state law causes of actions that would operate or
7 force a change in the actual plans.

8 And the relief that J&J is seeking here
9 which includes injunctive relief, would essentially
10 force the plans that Save On advance -- advises to
11 change their plan terms to get rid of those provisions
12 that J&J doesn't like.

13 So, the way the plans work is, they
14 designate certain drugs as -- under the ACA that allow
15 them to then set co-pays at a certain level. That set
16 co-pays at a high level. They then say if members
17 sign up for co-pay assistance, that is if they enroll
18 in a program like CarePath, then after they have
19 exhausted all those funds, the plans will pay the
20 rest.

21 So, the members who sign up for Johnson &
22 Johnson's programs, under plans advised by Save On,
23 they wind up paying nothing for their specialty drugs.
24 All this talk that somehow patients are being harmed
25 here, is simply incorrect even based on the documents

1 that J&J cites in its own pleading.

2 What J&J is asking for here are changes that
3 would prevent the plans from implementing those plan
4 terms and hiring Save On to implement those plan
5 terms, forcing it then to go back to the old terms
6 that J&J wants. That is squarely within what ERISA
7 preempts.

8 And if we're right about that, then
9 virtually all of Save -- J&J's claims go away except
10 for a very small piece that relate to non ERISA
11 plaintiffs. And J&J can't plead around that. They
12 cannot.

13 Another critical point here, Your Honor, is
14 that we don't believe that J&J has failed to plead
15 that Save On injured it. It's alleged injury here is
16 that it is paying out more in co-pay assistance than
17 it wants to.

18 But the reason J&J is paying more in co-pay
19 assistance than it wants to is because of two factors.
20 One, it voluntarily sets a co-pay assistance program
21 where it budgets a certain amount of co-pay assistance
22 for patients who use its drugs.

23 And two, plans, health benefit plans, set
24 terms that allow them to draw down more of those funds
25 from the program that J&J set up. Save On doesn't set

1 these plan terms. The plans do.

2 Save On advises the plans. But the plans
3 are the ones that actually set what the plan terms are
4 and how the benefits work. And Save On also doesn't
5 set J&J's co-pay assistance budget. J&J does that.

6 If J&J wants to reduce how much it's paying
7 under its CarePath program, it could reduce that budge
8 tomorrow and bring its costs down. This is not a
9 legally cognizable injury caused by Save On to J&J.
10 Which we think disposes of its other claims even
11 without ERISA preemption.

12 And again, this is not something that J&J
13 can plead around. We believe our motion is very
14 likely to dispose of all of J&J's claims. And at a
15 minimum, it could significantly reduce the scope of
16 those claims. Which is why we don't believe it would
17 be appropriate for discovery to go forward until this
18 dispositive motion is resolved.

19 Now there are two other points I'd like to
20 make briefly, if I could. Unless Your Honor has
21 questions about that -- that point.

22 THE COURT: No. I'm -- I'm good so far.
23 And I think I know what path I want to take. But go
24 ahead.

25 MR. DUNLAP: All right. Well, there are two

1 other points I'd like to make. One is that waiting
2 until the motion is decided to advance discovery won't
3 prejudice J&J in anyway. We're preserving relevant
4 documents. There's no risk of any evidence being lost
5 here.

6 There's absolutely nothing in the case that
7 requires urgent discovery. Save On's operations are
8 not new. They've been in business for years before
9 J&J decided to sue it a few months ago. This is not
10 some new conduct that requires an urgent
11 investigation.

12 While they're moving for injunctive relief,
13 they haven't moved for a TRO or for a preliminary
14 injunction that would require some sort of immediate
15 discovery. They haven't articulated any financial
16 burden from waiting to have discovery til after the
17 motion is resolved.

18 And contrary to what they're saying, there's
19 no evidence that any patient is being de -- denied any
20 kind of required medication because of what Save On is
21 doing. To the contrary, Save On helps patients get
22 those drugs at no cost because of how they advise the
23 plans that set up their terms.

24 THE COURT: --

25 (Simultaneous conversation)

1 MR. DUNLAP: There's also no reason here --
2 yes, Your Honor.

3 THE COURT: Where -- where does that --
4 plaintiff's allegation that -- that patients are being
5 deprived drugs come from them. I'm not --

6 MR. DUNLAP: We don't believe that it's
7 consistent with any of the documents that they attach
8 to their complaints.

9 THE COURT: Okay.

10 MR. DUNLAP: If you look at their complaint,
11 Your Honor, it's -- it's based largely on and cites to
12 a presentation --

13 THE COURT: Right.

14 MR. DUNLAP: -- that a company called
15 Express Scripts gave to a potential client, to a
16 potential health plan. Not a presentation given --
17 given by Save On.

18 But in that program, the Express Scripts
19 employee describes generally how the program works.
20 And that -- that program makes clear -- that
21 presentation makes clear that if the patient enrolls
22 in a program like CarePath, then it consents to
23 monitoring of that account by the plan, then the plans
24 will provide the drugs at no cost to the patients.

25 And you heard our friend on the other side

1 talk about engineering false denials of coverage. But
2 if you look at the actual cited materials, and we do
3 go into this in the motion to dismiss papers. That's
4 not accurate.

5 What it says is, if someone goes to a
6 pharmacy, and these are online pharmacies, by and
7 large, who is not enrolled in a CarePath like program
8 and says I want to buy this drug. The plans, again,
9 not Save On, but the plan is structured to say, wait a
10 minute, before you buy this drug, because you have
11 this high co-pay, please call Save On and they will
12 walk you through what the plan terms are.

13 At that point, Save On explains to them if
14 they sign up for the program, and they consent to
15 monitoring, then they get the drug for free. If they
16 don't, they can still sign up for the program, but
17 they will be responsible for the co-pays. And vir --
18 I think everyone, as far as I know, then signs up for
19 the co-pay assistance program like CarePath and gets
20 their drug for free.

21 So, that's what the presentation says.
22 There's absolutely nothing in there that says that
23 patients are being denied coverage. Or -- or being --
24 of their drugs, ultimately. Or being denied access to
25 their drugs or being charged large amounts for their

1 drugs. To the contrary, the whole program is designed
2 to reduce and eliminate cost to the patient so they
3 can get these drugs.

4 The problem J&J has with this is that they
5 wind up spending more money. Not that the patients
6 wind up spending more money or are being denied their
7 drugs.

8 THE COURT: Okay.

9 MR. DUNLAP: But there -- there's two
10 additional questions. So, I made the point that we
11 don't think there's any reason to think a brief pause
12 here to let the Court resolve the motion to dismiss
13 would be overly long.

14 As my friend on the other side said, we've
15 agreed to a very brisk briefing schedule. We got
16 their opposition yesterday --

17 (Simultaneous conversation)

18 THE COURT: That doesn't --

19 MR. DUNLAP: -- we'll be replying --

20 THE COURT: -- effect the date of -- of --
21 that doesn't effect the date of decision.

22 MR. DUNLAP: That's right, Your Honor. I
23 was just saying that there are two parts to it.
24 There's how long it takes the briefing to go in, which
25 is happening very quickly. And then the second part

1 is, you say how long it will take --

2 THE COURT: Right.

3 MR. DUNLAP: -- the Court to resolve the
4 motion. And we're not aware of anything that we
5 believe would take an extra ordinarily long time here.
6 So, we don't think there's any harm that they've
7 articulated for waiting for the Court to rule on the
8 motion.

9 And then the -- the last substantive point
10 is that ordering the early discovery that J&J seeks
11 here we think would be a big waste of resources. So,
12 to be clear, J&J is going after Save On hammer and
13 tongs in this case. It's not just suing for damages.
14 As I said, it wants to enjoin Save On from operating.
15 It's asked a slew of trade groups to come in as *amici*
16 on the motion to dismiss.

17 And we know that the discovery is going to
18 be asking for here is going to be wide-ranging and
19 aggressive. And we know that because they sent us
20 purported requests the same day it served its
21 complaint. They served forty-two requests. Most of
22 which are just blunder busts.

23 They want everything that Save On has
24 concerning CarePath or anyone enrolled in it. All
25 documents concerning Save On's relationships with

1 various third parties. Anything Save On used to
2 promote its services. Anything we exchange with any
3 clients about its services. And that's thousands of
4 clients.

5 And they want reams of data for every
6 participant of every plan that Save On advised who
7 signed up for co-pay assistance. And we're talking
8 about hundreds of thousands of patients going back to
9 2017.

10 This is a massive amount of information.
11 And we submit that it wouldn't be appropriate to let
12 Johnson & Johnson go off on this type of fishing
13 expedition which would inevitably lead to hard thought
14 discovery disputes, draining party resources, tying up
15 Your Honor with protracted motion practice. When
16 Johnson & Johnson's claims very well may not survive
17 the pending motion to dismiss.

18 And just finally, briefly, procedurally,
19 we're glad to proceed however Your Honor wants, of
20 course. But we think the best way to prevent this
21 premature discovery is simply to hold off on
22 scheduling the Rule 16 conference.

23 You have the discretion to schedule it when
24 you think best. Johnson & Johnson wants you to
25 schedule it now which would then put the burden on us

1 to try to then move to say, discovery. But we don't
2 think that's proper because Johnson & Johnson has
3 failed to show any reason why you should use your
4 discretion to schedule the conference now.

5 And we also think it's inefficient. You can
6 avoid motion practice simply by waiting to schedule
7 the conference until there's a ruling on the pending
8 motion. So, we think that's the most efficient path
9 forward and ask you not to schedule the Rule 16
10 conference at this time.

11 THE COURT: Okay. Let me tell you that --
12 and -- and I think at least local counsel is very
13 aware that our motion lists are extremely backed up.
14 So, my considerations are in a much more practical
15 sense rather than the wait or lack of wait with
16 respect to prejudice to the plaintiff. Is to whether
17 or not potentially in a year or eighteen months, how
18 much time do I lose in discovery.

19 Because I think this is a case of public
20 interest, I'm -- I understand the Local Rule 16.1
21 gives me some amount of discretion. I would prefer to
22 have briefing on the docket with respect to a stay.

23 So, I'd ask that defense prepare a motion to
24 stay obviously including the arguments today and any
25 further argument so that the docket recognizes that

1 there's a motion to stay and that I have all the
2 information I need. If in fact, I need oral argument
3 on that, I will schedule it.

4 We can meet and confer and have your own
5 briefing schedule on that.

6 MR. MANGI: Your Honor, Adeel Mangi for the
7 plaintiff. Could we request, Your Honor, that the
8 Court set a date in the very near future, say a week
9 from now for that motion to be on file?

10 THE COURT: You mean for the defense to file
11 a motion to stay?

12 MR. MANGI: Yes, Your Honor, so we can get
13 that, you know, filed and resolved promptly.

14 THE COURT: Yeah -- no. I'm not -- I'm not
15 gonna do that. I'm -- the parties are gonna meet and
16 confer and draft a schedule and get it to me by the
17 end of the week. I don't -- I hope that defense isn't
18 going to engage in some kind of delayed briefing
19 schedule on that in good faith. Understand?

20 MR. DUNLAP: Yes, Your Honor, it's Andrew
21 Dunlap.

22 THE COURT: Yes.

23 MR. DUNLAP: I -- I can tell you we will
24 absolutely not delay -- we will want to take account
25 of the fact that we are briefing our substantive reply

1 motion over the next two weeks. But we're glad to get
2 a motion to Your Honor as quickly as we can after
3 that, if that works.

4 THE COURT: Yeah. I'm gonna let you meet
5 and confer on a schedule. But as I said, don't --
6 don't -- don't string this out just for the sake of
7 stringing it out because I will obviously know that.

8 MR. DUNLAP: Understood, Your Honor.

9 MR. GREENBAUM: Your Honor, this is Jeff
10 Greenbaum. Could Your Honor set a -- an outside date
11 for the Rule 16 conference so we know what -- what
12 they're seeking to stay because without that, there's
13 -- there's no like, guidance out there as to what is
14 being stayed.

15 THE COURT: What do you mean, Jeff? I'm --
16 I'm not --

17 (Simultaneous conversation)

18 MR. GREENBAUM: In other words --

19 THE COURT: -- if I set a date for a Rule 16
20 and there's a motion to stay, I'll have to decide the
21 motion to stay -- to stay prior to the Rule 16
22 conference.

23 MR. GREENBAUM: Correct. I -- I -- I was --
24 just thought -- thought that might be a way of setting
25 it up.

1 THE COURT: No, I'm gonna keep tight track
2 of this. I'm gonna notice every mo -- movement.

3 MR. GREENBAUM: Okay.

4 THE COURT: So, nobody will be
5 disadvantaged. But I just want all the parties to
6 know, and I know you already know this. That motions
7 are not moving as quickly as you anticipate. So, that
8 -- that's gonna weigh very heavily on me. I don't
9 want to get into a case that's two years old and start
10 discovery then.

11 If there's an interim solution that you can
12 work out, I encourage you to discuss that a well.
13 Perhaps, limited discovery. That's a suggestion.
14 It's not an order. Other than that, I'll consider the
15 motion to stay when it's fully briefed. All right
16 folks.

17 MR. DUNLAP: Thank you, Judge.

18 MR. GREENBAUM: All right. Thank you.

19 MR. WOHLFORTH: Thank you very much, Your
20 Honor.

21 MR. MANGI: Thank you, Your Honor.

22 THE COURT: Thank you. Bye, bye.

23 MR. DUNLAP: Bye, bye.

24 (Conclusion of proceedings)

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I, Eileen M. Zakrzewski, Transcriptionist, do hereby
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/s/Eileen M. Zakrzewski
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August 31, 2022
Date

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